

**POWER OF ATTORNEY BY ASSIGNEE
TO EXCLUSION OF INVENTOR UNDER 37 C.F.R. § 3.71
WITH REVOCATION OF PRIOR POWERS**

The undersigned ASSIGNEE of the entire interest in:

- U.S. Patent No. 7,084,726
 U.S. Application No.: _____, filed on _____

hereby appoints all Shay Glenn LLP attorneys registered to practice before the United States Patent and Trademark Office, as associated with:

Customer No. 66854

to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

(complete one of the following)

- a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or
 the Assignment recorded on _____ at reel _____ frame _____.

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, title is in the identified ASSIGNEE.

CHANGE OF CORRESPONDENCE ADDRESS

Direct all correspondence and telephone calls to:

Name	James R. Shay					
Address	Shay Glenn LLP					
Address	2755 Campus Drive, Suite 210					
City	San Mateo	State	CA	Zip	94403	Customer No.: 66854
Country	USA	Telephone	650.212.1700	Fax	650.212.7562	

ASSIGNEE: TiNi Alloy Company

Name: Alfred David Johnson

Signature: Alfred David Johnson

Title: President

Date: 25 Oct 07

ASSIGNMENT

WHEREAS, the undersigned,

A. David Johnson,
(hereinafter termed "Inventor"), resident of

San Leandro,
County of
Alameda,
State of

California,
Vikas Galhotra,
(hereinafter termed "Inventor"), resident of
Union City,

County of
Alameda County,
State of

California,
have invented certain new and useful improvements in

THIN FILM SHAPE MEMORY ALLOY ACTUATED MICRORELAY

(Accompanying application)

and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention;

(Not accompanying application)

for which an application for a United States Patent was filed on 3/28/2001,
having Application Number 09/821,840

and

WHEREAS,

TiNi Alloy Company a corporation of the State of California
having a place of business at San Leandro, California
(hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said

Assignee this

1 June day of June, 2001 and
09 June day of June, 2001.

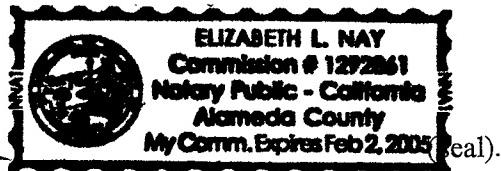
A. David Johnson
A. David Johnson

County of ALAMEDA,
)
) ss.
State of California,
)

On this 1st day of JUNE, in the year 2001, before me, ELIZABETH L. NAY, Notary Public of the State of California, personally appeared A. DAVID JOHNSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Elizabeth L. Nay

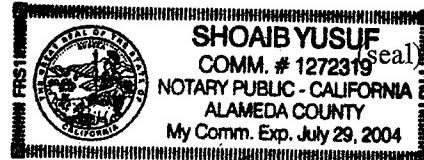


County of Alameda,
)
State of California,
) ss.

On this 9th day of June, in the year 2001, before me, Shoib Yusuf, Notary Public of the State of California, personally appeared Vikas Galhotra, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Shoib Yusuf



ASSIGNMENT

WHEREAS, the undersigned,

Vikas Gupta, ,

(hereinafter termed "Inventor"), resident of

SAN LEANDRO, ✓,
ALAMEDA

County of

A ALAMEDA ✓, ,

State of

California, ,

Valery Martynov, ,

(hereinafter termed "Inventor"), resident of

San Francisco,

County of

San Francisco,

State of

California, ,

have invented certain new and useful improvements in

THIN FILM SHAPE MEMORY ACTUATED MICRORELAY

(Accompanying application)

and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention;

(Not accompanying application)

for which an application for a United States Patent was filed on

3/28/2001 ,

having Application Number 09/821,840

and

WHEREAS,

TiNi Alloy Company a corporation of the State of California

having a place of business at San Leandro, California

(hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said

Assignee this

30 ✓ day of May ✓, 2001 and
30 ✓ day of May ✓, 2001.

Vikas Gupta

County of ALAMEDA,)
)
) ss.

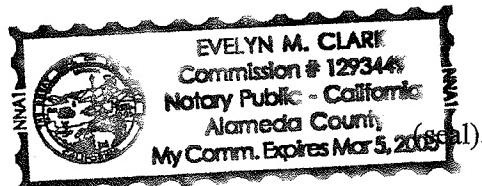
State of CALIFORNIA :)

On this 30 day of MAY, in the year 2001, before me, Evelyn M. CIAA, Notary Public of the State of CALIFORNIA personally appeared VIKAS GUPTA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Evelyn M. Clark



Valery Martynov

County of ALAMEDA ,)
State of CALIFORNIA .)
ss.

On this 30 day of May, in the year 2001, before me, Evelyn M. C. Clark, Notary Public of the State of California personally appeared Valery Malyavov, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Evelyn M. Clark

(seal).

